DEEDS—DESCRIPTION OF LAND CONVEYED.—An owner of a farm lying in towns X and Y deeded land to defendant, describing the property as "real estate situate in town X, being my homestead as described in a mortgage given to one C." The mortgage referred to described land as a homestead situate in towns X and Y. The owner later deeded to plaintiff the land in town Y. *Held,* that the reference by owner to his homestead and reference to mortgage made it reasonably certain that he meant to convey to defendant his property in both towns. *Perry* v. *Buswell* (Me. 1915), 94 Atl. 483.

Where the question is whether, in a deed, a particular description will prevail over a general description, the all-important inquiry is: what was the grantor's intention? When a deed contains a specific and clear description and also a general reference to another deed, it is held that the intent was to have the specific description control. See *Lovejoy* v. *Lovett,* 124 Mass. 270; *Brunswick Saving Inst.* v. *Crossman,* 76 Me. 577; *Peasley* v. *Diske,* 102 Me. 17, 65 Atl. 24; *Morrow* v. *Willard,* 30 Vt. 118; *Chaplin* v. *Watts,* 7 Watts (Pa.) 410; *Winn* v. *Cabot,* 35 Mass. 553; *Jackson* v. *Stephens,* 16 Johns (N. Y.) 110. Where one conveys "all his interest in a certain property" and then gives a specific description of his interest, this specific description controls. *Hayes* v. *Wetherbee,* 60 Cal. 396. But where property is described as a "homestead farm" and as "all my own property in a certain section," followed by a specific description, the general description has been held to control. *Andrews* v. *Pearson,* 68 Me. 19; *Lake Erie & W. Ry. Co.* v. *Whitman,* 40 N. E. 1014. In this class, comes the principal case. When a certain general description and an uncertain specific description are contained in a deed, the former prevails. *Martin* v. *Lloyd,* 94 Calif. 195, 29 Pac. 491; *Haley* v. *Amestoy,* 44 Calif. 132. The one universal rule which may be applied to all cases of doubtful intention is that the instrument shall be construed most strictly against the grantor. See *Moran* v. *Somes,* 154 Mass. 200, 28 N. E. 152; *Hoyt* v. *Ketcham,* 54 Conn. 60, 5 Atl. 606; *Stockett* v. *Goodman,* 47 Md. 54.

DIVORCE—ALIMONY IN ARREARS COLLECTIBLE AFTER DEATH OF BOTH HUSBAND AND WIFE.—Action by wife against the estate of deceased husband for arrears of alimony. After determination of plaintiff's appeal by the Appellate Division, she died. On motion to substitute executor in place of plaintiff, *held,* that the action survived and the motion should be granted. *Van Ness* v. *Ransom* (N. Y.) 109 N. E. 593.

The case is of first impression in the New York Court of Appeals and follows the weight of judicial opinion in the United States, *Miller* v. *Clark,* 23 Ind. 370; *Dinet* v. *Eigenmann,* 80 Ill. 274; *Coffman* v. *Finney,* 65 Ohio St. 61, 61 N. E. 155, 55 L. R. A. 714; *Gerrein* v. *Michie,* 122 Ky. 250, 91 S. W. 252. Contra, *Faversham* v. *Faversham,* 161 App. Div. (N. Y.) 521, 146 N. Y. Supp. 569. In *Clark* v. *Clark,* 6 Watts & S. (Pa.) 85, the court held that the administrator of the estate of the deceased wife could not recover for arrears of alimony. That case, however, is not opposed to the principal case for the divorce was *a mensa et thoro* and not *a vinculo.* In denying the husband's liability, the Pennsylvania Court said, "As a divorce *a menso et thoro*

does not destroy the relation of marriage but merely suspends some of the obligations arising out of that relation, it follows that the right as regards succession to property, is not impaired. * * * From this it would result that arrears of alimony belong to the husband; and it would seem to be against right to compel him to pay to another that which belongs to himself." The principal case is interesting in that it determines, to some degree at least, the nature of the right the wife has in alimony. The Court says, "But alimony is not a personal claim in the same sense that a cause of action for slander or assault is personal. It is personal in a sense that it is a provision made by the court in favor of the wife for her maintenance and support, and cannot be diverted from that purpose." But in *Romaine* v. *Chauncey,* 129 N. Y. 566, 575, 29 N. E. 826, 14 L. R. A. 712, 26 Am. St. Rep. 544, it was held that alimony could not be taken by a creditor of the wife in discharge of a debt incurred by her *prior* to the granting of the decree, because if such a claim were allowed the very object, viz., the support of the wife, would be frustrated. Likewise it has been held that a decree for alimony is not affected by a discharge of the husband in bankruptcy. *Wetmore* v. *Markoe,* 196 U. S. 68, 25 Sup. Ct. 172, 49 L. Ed. 390, 2 Ann. Cas. 265.

EASEMENTS—CREATION OF WAY BY IMPLICATION.—Plaintiff owned two adjoining tracts of land, and conveyed one to defendant. The usual means of access to the house on defendant's tract was a way across the land retained by plaintiff. In an action to prevent defendant from using the way, defendant counter-claimed title to the way by virtue of a grant implied in the deed. *Held,* in awarding new trial, that the facts were insufficient to show an implied grant of the way to defendant. *Michelet* v. *Cole* (N. M. 1915) 149 Pac. 310.

In examining the older cases it seems to have been, to quote the language of the principal case, "the general rule * * * that no right in a way which has been used during the unity of possession will pass upon the severance of the tenements unless proper terms are employed in the conveyance to show an intention to create the right de novo." *Worthington* v. *Gimson,* 2 E. & E. 618; *Pearson* v. *Spencer,* 1 B. & S. 571; *Parsons* v. *Johnson,* 68 N. Y. 62; *Grant* v. *Chase,* 17 Mass. 443; *Morgan* v. *Menth,* 60 Mich. 238; *O'Rorke* v. *Smith,* 11 R. I. 259; *Stuyvesant* v. *Woodruff,* 21 N. J. L. 133; *Fetters* v. *Humphreys,* 18 N. J. Eq. 260; *Providence Tool Co.* v. *Corliss Steam Engine Co.,* 9 R. I. 564; *Bonelli* v. *Blakemore,* 66 Miss. 136; See note to *Elliott* v. *Rhett,* 57 Am. Dec. 750 at 766. For a quasi-easement to be turned into an easement by implied grant on a severance of the tenements it must be apparent, continuous, and reasonably necessary for the enjoyment of the estate granted. TIFFANY, REAL. PROP., § 317. The cases cited above seem to proceed on the theory that a way from its nature is not continuous, as it can only be enjoyed at intervals and by the active interference of the party entitled to its use. *Polden* v. *Bastard,* 4 B. & S. 257; *Bonelli* v. *Blackmore, supra; Parsons* v. *Johnson, supra.* Consequently it can never be turned from a quasi-easement into a real easement as it lacks the essential quality of continuity. While the rule just considered may still be the weight of authority